

West Burlington

CWA #7176 (Police)

7/1/2006 6/30/2010



A G R E E M E N T

B E T W E E N

CITY OF WEST BURLINGTON, IOWA

A N D

COMMUNICATIONS WORKERS OF AMERICA

Representing Employees Of The

POLICE DEPARTMENT

Effective Date: July 1, 2006
Termination Date: June 30, 2010
#5183
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TABLE OF CONTENTS

PAGE

PREAMBLE	1
-----------------	----------

ARTICLE I	RECOGNITION	1
------------------	--------------------	----------

ARTICLE II	DEFINITIONS	1
-------------------	--------------------	----------

- Section 2.1 Act
- Section 2.2 Chief
- Section 2.3 City
- Section 2.4 Employee - - Limitation
- Section 2.5 Employer
- Section 2.6 Probationary Employee
- Section 2.7 Regular Full-time Employee
- Section 2.8 Regular Part-time Employee
- Section 2.9 Temporary Employee
- Section 2.10 Union

ARTICLE III	TEMPORARY ASSIGNMENTS	2
--------------------	------------------------------	----------

- Section 3.1 Temporary Assignments
- Section 3.2 On-call Command Officer

ARTICLE IV	CLOTHING AND EQUIPMENT	3
	ALLOWANCE	

- Section 4.1 Uniforms
- Section 4.2 Duty Weapon

ARTICLE V	SICK LEAVE	3
------------------	-------------------	----------

- Section 5.1 Purpose
- Section 5.2 Allowance
- Section 5.3 Notification
- Section 5.4 Sick Leave Utilization
- Section 5.5 Definition of Major Illness
- Section 5.6 Medical Examination
- Section 5.7 Abuse of Sick Leave
- Section 5.8 No Buy-back

ARTICLE VI SPECIAL LEAVES—————**5**

- Section 6.1 Funeral Leave: Immediate Family
- Section 6.2 Funeral Leave: Close Friend
- Section 6.3 Temporary Leave of Absence
- Section 6.4 Long-term Leave of Absence
- Section 6.5 Capacity Upon Return
- Section 6.6 Date of Termination
- Section 6.7 Absence without Leave
- Section 6.8 Voting Leave
- Section 6.9 Military Leave
- Section 6.10 Family Illness
- Section 6.11 Union Leave

ARTICLE VII HOURS OF WORK—————**6**

- Section 7.1 Application of Article
- Section 7.2 Normal Workweek and Workday
- Section 7.3 Additional Shifts
- Section 7.4 Overlap Shifts
- Section 7.5 Required Overtime
- Section 7.6 Hours worked over 8 per day
- Section 7.7 No pyramiding
- Section 7.8 Shift Preference-Shift Trades

ARTICLE VIII VACATIONS—————**8**

- Section 8.1 Eligibility
- Section 8.2 Vacation Pay
- Section 8.3 Accrual and Scheduling
- Section 8.4 Minimum Length
- Section 8.5 Unused Vacation
- Section 8.6 Buy-back

ARTICLE IX COURT TIME—————**9**

- Section 9.1 Jury Duty
- Section 9.2 Witness, Minimum Hours
- Section 9.3 Court Appearance While on Vacation

ARTICLE X INSURANCE—————**10**

- Section 10.1 Coverage
- Section 10.2 Health Insurance Cost
- Section 10.3 Dental Insurance Cost
- Section 10.4 Life Insurance
- Section 10.5 Terms of Policies to Govern

ARTICLE XI WAGE SCHEDULE—————**11**
Section 11.1 Wage Schedule

ARTICLE XII GRIEVANCE PROCEDURE—————**12**
Section 12.1 Definition – General Rules
Section 12.2 Procedure
Section 12.3 Arbitrator
Section 12.4 Shared Costs
Section 12.5 Employee Representation
Section 12.6 Other Agencies

ARTICLE XIII DUES CHECK-OFF—————**13**
Section 13.1 Dues Check-Off
Section 13.2 Revocation
Section 13.3 Union Indemnification

ARTICLE XIV SENIORITY, LAYOFF AND RECALL—————**14**
Section 14.1 Definition of Seniority
Section 14.2 Seniority - Probationary Employees
Section 14.3 Layoff Criteria
Section 14.4 Recall from Layoff
Section 14.5 Termination of Seniority

ARTICLE XV GENERAL PROVISIONS—————**15**
Section 15.1 Special Assignments
Section 15.2 Fitness Examinations
Section 15.3 Drug Testing
Section 15.4 Tuition Reimbursement
Section 15.5 Gender
Section 15.6 Meals and Lodging
Section 15.7 Pay Treatment During Training

ARTICLE XVI MISCELLANEOUS—————**18**
Section 16.1 Savings Clause
Section 16.2 Entire Agreement/Finality
Section 16.3 Termination Effect

ARTICLE XVII	DURATION	19
APPENDIX A	CLOTHING ISSUE	20
APPENDIX B	GRIEVANCE REPORT FORM	21
	LETTER OF UNDERSTANDING	24

**PROPOSED AGREEMENT
BETWEEN
CITY OF WEST BURLINGTON, IOWA
AND
COMMUNICATIONS WORKERS OF AMERICA
representing employees of the West Burlington
Police Department**

July 1, 2006 through June 30, 2010

PREAMBLE

This Agreement is made and entered into the 18th day of April, 2006 by and between the City of West Burlington, Iowa, and Communications Workers of America, as the exclusive representative organization for the employees specifically referred to Article I.

ARTICLE I

RECOGNITION

The Employer, City of West Burlington, Iowa, recognizes the Union, Communications Workers of America, as the sole and exclusive bargaining agent for all personnel as set forth in PERB Certification Instrument, Case No. 3978.

INCLUDED: All Patrolmen, Detectives, Investigators, and Peace Officers.

EXCLUDED: Chief of Police and all Supervisors, excluded under the Public Employment Relations Act.

ARTICLE II

DEFINITIONS

Section 2.1 **Act** The term "act" as used in this Agreement shall mean the Iowa Public Employment Relations Act, as amended from time to time.

Section 2.2 **Chief** The term "Chief" as used in this Agreement shall mean the Chief of Police of the City of West Burlington, Iowa, Police Department or his assistant chief or designated representative.

Section 2.3 **City** The term "City" shall mean the City of West Burlington, County of Des Moines, State of Iowa.

Section 2.4 Employee-Limitation Except where the context clearly indicates otherwise the word "employee" when used in this Agreement shall be limited to mean "regular employee" and to the extent applicable "probationary" employee whether full-time; part-time; or temporary.

Section 2.5 Employer As used in the Agreement the term "Employer" shall mean the City of West Burlington, Iowa or designated representative.

Section 2.6 Probationary Employee All new employees shall be considered probationary employees until they have completed a probationary period of twelve (12) months of work, said period commencing on the date of graduation from the Iowa Law Enforcement Academy or upon hire if said employee was graduated from such academy prior to his employment with the City. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the City.

Section 2.7 Regular Full-time Employee A "regular full-time employee" is an employee who has completed his probationary period and works more than 32 hours per week.

Section 2.8 Regular Part-time Employee The term "regular part-time employee" as used in this Agreement shall mean a person employed who has completed his probationary period and who works 32 hours a week or less, but shall not mean a person who is employed from time to time on an "as needed" or "casual" basis without a regular work schedule.

Section 2.9 Temporary Employee The term "temporary employee" as used in this Agreement shall mean a person who is employed for a period of four (4) consecutive months (120 consecutive calendar days) or less.

Section 2.10 Union The term "Union" as used in this Agreement shall mean the Communications Workers of America.

ARTICLE III

TEMPORARY ASSIGNMENTS

Section 3.1 Temporary Assignments In the event that any employee is assigned to a higher or lower job classification on a temporary basis, said employee shall receive his own pay or the pay designated for such other classification in which he is temporarily serving, whichever is higher, provided that the higher pay in the temporary classification shall not be applicable until the employee has served more than ten (10) consecutive working days in such other capacity within the Police Department.

Section 3.2 **On-call Command Officer** In the event that an employee is assigned as an on-call command officer he will be paid \$10.00 per shift for each shift on-call, excluding the employee's own shift, and if called out he will be paid a minimum of one (1) hour overtime in addition to the on-call command officer pay.

ARTICLE IV

CLOTHING AND EQUIPMENT ALLOWANCE

Section 4.1 **Uniforms** The Employer will furnish clothing or uniforms at the Employer's expense for each employee as shown in the attached Appendix A. Such clothing as is damaged in the course of duty or no longer serviceable will be replaced by the City in a timely fashion.

Provided the City is reimbursed in full by the Southeast Iowa Narcotics Task Force for these expenses, the city shall furnish up to \$350 per year of "plain" clothing for each employee who is assigned to the Southeast Iowa Narcotics Task Force. Employees shall comply with the City's purchasing policy when making such purchases.

The City shall retain ownership of all clothing and uniforms furnished pursuant to this Section 4.1, and the City may require that such clothing and uniforms be returned at termination of employment or at the end of any assignment to the Southeast Iowa Regional Narcotics Task Force.

Section 4.2 **Duty Weapon** Each officer shall be provided by the City a duty weapon as prescribed by the Employer. The provision of the duty weapon is conditioned on employee's strict adherence to applicable departmental rules of use found in the West Burlington Police Department Rules and Regulations Manual. The City will provide ammunition to officers as the Chief determines necessary to meet the Department's training and operational needs.

ARTICLE V

SICK LEAVE

Section 5.1 **Purpose** Sick leave with pay is provided in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or, fellow employees, City or public for them to work while sick. Sick employees are expected to remain at home unless hospitalized or acting pursuant to reasonable instructions for care.

Section 5.2 **Allowance** Any employee contracting or incurring any non-work related sickness or disability and is unable to work shall receive sick leave with pay as set forth in this Article. Sick leave with pay may be taken for work-related sickness or disability incurred in

connection with employment with the City provided the employee turns over to the City all worker's compensation benefits received by the employee for the period when sick leave was taken. Any employee who incurs any work-related sickness or disability while performing compensated service outside of his employment with the City shall not be entitled to use sick leave with pay from the City. Employees shall not use sick leave for non-emergency, routine dental visits and shall endeavor to schedule non-emergency physician visits outside of their scheduled workday.

Section 5.3 Notification In the case of illness or injury, the employee will notify his immediate supervisor as to the nature of such illness or injury and expected duration of anticipated leave. The employee and supervisor will maintain communication as required to be kept informed until the employee returns to work. The supervisor will inform the City Clerk's Office of these absences for recording in the employee's records.

Section 5.4 Sick Leave Utilization Minor illness leave: Allotted ten (10) days at employment and every year thereafter. Unused leave may be transferred to the major illness bank at year's end. Major illness leave: Allotted thirty (30) days at employment, sixty (60) days after one year, and ninety (90) days after two (2) years and every year thereafter with a maximum accumulation of one hundred twenty (120) days from transfer-in of unused minor days.

Provision of sick leave will be on a fiscal year basis. Employees hired in the first half of the fiscal year (July 1 through December 31) will receive the full initial allotment of sick leave days, while those employees hired in the second half (January 1 through June 30) will receive a pro-ration of the initial allotment and on the succeeding July 1 will receive the initial allotment in full as specified above.

The Employer will pay one half (1/2) of accumulated minor sick leave that has been added to an employee's major sick leave account, a maximum of fifteen (15) days, only in the event of an employee's death. When an employee utilizes major sick leave, the employee's minor sick leave carry over is deducted from the account first.

Section 5.5 Definition of Major Illness A major illness is defined as a serious illness or injury requiring a physician's diagnosis and treatment, which includes either hospitalization or home convalescence and may include prescribed medication, and is of such seriousness it prevents the employee from performing the normal duties of his/her position for an extended period of time - - generally five (5) days or more. An illness or injury not fitting this definition shall be considered a minor illness.

Section 5.6 Medical Examination The City may, at its discretion, require an employee to submit a written physician's verification of illness. Such verification shall normally be required if an employee uses more than two (2) consecutive days of sick leave.

The City may also require a written physician's verification that the employee is well enough to return to work. The City may, at its option, require an employee to submit to an

examination by a physician or other medical professional chosen by the City; if the City requires an employee to submit to an examination by a physician designated by the City, the City will pay the medical expenses to the extent they are not covered by insurance.

Section 5.7 Abuse of Sick Leave Abuse of sick leave is a serious matter. The Union shall join the City in making an effort to correct the abuse of sick leave wherever and whenever it may occur, to the extent possible.

Section 5.8 No Buy-back Unless otherwise provided in this contract, no employee is entitled to compensation for sick leave time. At termination of employment, for whatever reason, the sick leave policy will also terminate.

ARTICLE VI

SPECIAL LEAVES

Section 6.1 Funeral Leave: Death in the Immediate Family Up to three (3) days leave of absence with full pay will be granted to an employee in case of death in the immediate family. The immediate family shall be interpreted as husband, wife, child (including step and biological children), father, step-father, mother, step-mother, brother, sister, grandfather, grandmother, grandchild (including step and biological), and comparable relatives of the spouse. The purpose of this leave is to facilitate with the employee's participation in those activities normally associated with the loss of a relative by death. This leave may commence the day of death, but will not be allowed or used as an extension of any employee's off duty days. When the funeral is scheduled for the employee's off duty day, said leave will be granted for the day following the date of the funeral.

One (1) day leave of absence with pay will be granted to an employee in case of death of an aunt or uncle so that he may attend the funeral.

Section 6.2 Funeral Leave: Death of a Close Friend The Chief in his discretion may allow an employee the necessary time off with pay to attend the funeral of members of the family not defined above under Section 6.1 or of a close family friend.

Section 6.3 Temporary Leave of Absence A temporary leave of absence up to three (3) days with or without pay may be granted by the Chief or City Administrator.

Section 6.4 Long Term Leave of Absence A long term leave of absence without pay in excess of three (3) days may be authorized at any time at the discretion of the City Council of the City of West Burlington, Iowa.

Section 6.5 Capacity Upon Return Upon termination of any of the foregoing leaves of absence the employee shall return to work in the same step or capacity as when he left provided that during such period no employee shall earn sick, vacation, or other leave.

Section 6.6 **Date of Termination** In the event an employee fails to return to work at the end of any such leave, he shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

Section 6.7 **Absence Without Leave** If any employee is absent from duty without proper authorization for part or all of a work day or work shift, such absence shall be grounds for disciplinary action or discharge. Absence without leave for a period of two (2) work days or work shifts shall be considered proper cause for automatic termination of employment.

Section 6.8 **Voting Leave** Any employee required to work for all the hours during which the polls are open on an election day shall be given sufficient time off with pay to vote.

Section 6.9 **Military Leave** Any employee who is a member of the National Guard or Military Reserve organization and is required to attend summer camp or other authorized activity which requires that the employee be away from his regular duties for a specified length of time not to exceed one (1) month, shall be granted this time off, with no charge against either vacation or sick leave, but without pay except as hereinafter provided. When the employee returns from National Guard or Military Reserve activities, he shall present his pay voucher showing the amount of base salary he received for Military Duty to the City Clerk and the Clerk shall issue a payroll warrant in the amount necessary to bring the employee's salary for the period involved up to his regular base pay for the payroll period during which he was on duty in said Military activity.

Section 6.10 **Family Illness** An employee may use up to maximum of five (5) days per year of sick leave to provide assistance to an ill relative who resides in the employee's household. This leave will be allowed only when the employee's presence is necessary to assist the family member in connection with that illness. The employee shall give notice of the use of such family illness leave as provided by Section 5.3 (notification of use of sick leave). Verification of the illness of the family member will be furnished by the employee on request. The City Administrator may grant additional days in the event of a catastrophic situation.

Section 6.11 **Union Leave** A temporary leave of absence without pay may be granted by the Chief for the purpose of Union negotiations.

ARTICLE VII

HOURS OF WORK

Section 7.1 **Application of Article** Nothing in this Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle, or any other period.

Section 7.2 **Normal Workweek and Workday** Each employee will normally work eight (8) hours per day for six (6) days on duty followed by three (3) days off duty according to

the schedule made by the Chief. Normal shifts will be 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; and 11:00 p.m. to 7:00 a.m., but working hours may be temporarily adjusted by the Chief.

Section 7.3 **Additional Shifts**. Each officer will have the option of working an additional seven (7) days during the year. The rate of pay for this additional seven (7) days will be at the straight time hourly rate in effect at the time the hours are actually worked, and will be figured by dividing the employee's annual salary by 1947 hours. No officer will be required to work these additional shifts or penalized for not working them. Under this agreement officers have the responsibility and the choice to schedule the additional shifts they wish to work..

Additional shifts requests will not be denied unless they interfere with other goals of the department or were not made in a timely manner. Additional shifts will be limited to two per twenty-seven day work period. Officers will not be permitted to work consecutive eight (8) hour shifts.

Officers will request additional shifts at least two weeks in advance. In some cases additional shifts may be scheduled outside the normal shift scheduled hours, for example 1200 to 2000 or 2100 to 0500, to better meet department needs.

If two officers request the same additional shift times, the officer normally working that shift will have preference. If neither officer normally works that shift, seniority will prevail.

Overtime under Section 7.3 of this agreement will apply to only those additional shift hours worked beyond eight (8) hours. An officer called to work additional hours at times not requested by the officer will be paid overtime for those hours worked. Any call-in consisting of an eight (8) hour shift may be considered an additional shift paid at straight time per officer request.

The department will maintain the current six (6) and three (3) schedule with officers working eight (8) hours per shift. Officers may work up to four (4) additional shifts at straight time pay for each half of the City's fiscal year to a maximum of seven (7) shifts. Additional shifts may not be carried over into another half of a fiscal year unless an officer is prevented from working them by circumstances beyond his/her control.

Section 7.4 **Overlap Shifts** Overlap shifts will be established at the discretion of the Chief.

Section 7.5 **Required Overtime** The Chief of Police or his designee(s) shall have the right to require overtime work. In non-emergency situations, the Chief or his designee as a general rule shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific officers may be selected by the Chief for special assignments based upon specific skills, ability and experience they may possess.

Section 7.6 **Hours Worked over 8 per Day** The employee will be paid for actual time worked at one and one-half (1 ½) the regular hourly rate for time that exceeds eight (8) hours per day preceding or following their shift. When called to return to work while off-duty, the employee will be paid a minimum of two (2) hours at the rate of one and one-half (1.5) times his regular hourly rate of pay.

Section 7.7 **No Pyramiding** There should be no pyramiding of overtime pay for the same hours worked.

Section 7.8 **Shift Preference and Shift Trades** Shift preference will be granted at six (6) month intervals according to seniority, except under emergency situations. Employees may trade shifts upon obtaining advance approval of the Chief. No shift trades shall be requested or approved which require an employee to work a continuous time period in excess of twelve (12) hours. No employee shall request a trade of shift more than ten (10) times per year. Any requests in excess of ten (10) will be denied. Each shift trade is to be counted only against the initiating employee who first requests the trade. Work related shift trades required by the Employer are not to be counted against an employee's number of trades. Any employee who requests a shift trade will not be entitled to overtime pay for any hours worked in the traded shift which exceed the employee's normal work day from the preceding shift, and any denial of such overtime pay shall not be subject to the grievance procedure. However, if any employee is directed to remain on duty beyond the maximum allowable traded period due to work related necessity or emergency conditions, he shall be paid the overtime rate for that period (in excess of the traded period) only.

ARTICLE VIII

VACATIONS

Section 8.1 **Eligibility and Allowance** Every employee shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment with the City in a position covered by this Agreement. Employees shall start to earn vacation allowance as of their date of hire. For full-time employees, vacation allowances shall be earned monthly, based on the following schedule:

<u>Years of Completed Continuous Service</u>	<u>Number of Work Shifts per Year</u>
1	6
2-7	12
8-14	18
15 or more	24

Employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work. For purposes of this

Section only, vacations shall be considered hours worked, but vacations are not to be considered as hours worked for overtime purposes.

Section 8.2 **Vacation Pay** The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 8.3 **Accrual and Scheduling** The employee's anniversary date will be used for all vacation calculations. Vacation days will not accrue in such manner so as to be used prior to the employee's anniversary date. Scheduling of vacation days shall be mutually agreed upon by the employee and the Department Head and shall be awarded on a first requested, first approved basis. Employees who schedule three (3) or more consecutive days of vacation shall do so not later than the 15th day of the month preceding the month in which the vacation is to be taken. Vacation of less than three (3) days shall be scheduled at least seven (7) days in advance. In emergency situations, vacation schedules may be changed with the approval of the Department Head or City Administrator.

Section 8.4 **Minimum Length** Vacation cannot be taken for less than eight (8) hours except by approval of the City Administrator or his designee in his absence.

Section 8.5 **Unused Vacation** Any unused vacation to which an employee is entitled will be calculated and paid by the City when termination occurs.

Section 8.6 **Buy-back.** Vacation is used on a first-earned, first-taken basis. Employees should use all of their vacation time prior to their next anniversary date. An employee may carry over up to forty-eight (48) hours of vacation to be used later. If requested, the City will "buy-back" up to eighty (80) hours of unused vacation time for employees who have taken at least eighty (80) hours of vacation during the year. Said buy-back will be at the same rate of pay in effect at the time such vacation was earned. Any unused vacation (i.e., not taken, carried-over or sold-back by the employee) will be forfeited at the anniversary date.

ARTICLE IX

COURT TIME

Section 9.1 **Jury Duty.** In case an employee is called for jury duty, the City will continue the employee's regular full salary during the time he or she is serving on said jury duty and the employees shall, at the end of jury duty service, endorse the jury duty checks back to the City.

Section 9.2 **Witness, Minimum Hours.** When required to be a witness in criminal or City litigation during off-duty time, an employee shall be paid one and one-half (1.5) times his regular hourly rate for time necessary for performing the duty of being a witness. If the Court appearance is on an off-duty day, a minimum of two (2) hours will be paid at the time-and-a-half

(1.5) rate. Whenever required to be a witness in other civil litigation and participation as a witness arises from the employee's performance of duties as a police officer, the employee will be compensated only at the regular hourly rate and without any minimum pay.

Section 9.3 Court Appearance While on Vacation. When proceedings are not able to be rescheduled court pay while on vacation will be at the overtime rate for actual time worked with a one hour minimum.

ARTICLE X

INSURANCE

Section 10.1 Coverage The City will continue to make available to employees and their dependents group health and hospitalization insurance and life insurance and dental coverage as existed prior to the signing of this Agreement. The City reserves the right to change or offer alternative insurance carriers, health maintenance organization, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefits are similar to those which they are replacing.

Section 10.2 Health Insurance Cost The City will provide group hospitalization insurance for each full-time employee consisting of Comprehensive Major Medical, three hundred dollar (\$300) deductible per single, maximum two (2) deductibles per family and eighty/twenty percent (80/20%) co-insurance. The employee is responsible for deductible and/or co-insurance on eligible services up to a combined out-of-pocket maximum liability of three hundred dollars (\$300) per person or six hundred dollars (\$600) aggregate per family. The City will pay for any deductible and/or co-insurance on eligible services that exceeds the employee's out-of-pocket maximum liability of three hundred dollars (\$300) per person or six hundred dollars (\$600) per family.

Full-time employees desiring dependent group health and hospitalization insurance shall pay premium cost for such coverage as follows: Effective 2006-2007 twenty-three percent (23%), Effective 2007-2008 twenty-four percent (24%), Effective 2008-2009 twenty-five percent (25%), Effective 2009-2010 twenty-six percent (26%) of the cost of the premium for such coverage which is in excess of the cost for individual group health and hospitalization coverage. The employee's portion of insurance premiums, if any, will be deducted bi-weekly from paychecks.

Section 10.3 Dental Insurance Cost The City will continue to make available to full-time employees individual and dependent group dental insurance as specified in Section 10.1. The City will pay the full cost of dental coverage for each full-time employee and will continue to contribute twenty-five dollars (\$25) per month for family dental coverage. Employees desiring family dental insurance will be required to pay the monthly premium cost which is in excess of twenty-five dollars (\$25) per month if any, and the employees' share of the premium cost for such coverage will be deducted bi-weekly from their paychecks.

Section 10.4 Life Insurance The City shall provide, at no cost to the full-time employee, term life insurance coverage in the amount of thirty thousand dollars (\$30,000) plus thirty thousand dollars (\$30,000) accidental death and dismemberment coverage.

Section 10.5 Terms of Insurance Policies to Govern The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee or beneficiary of any employee, and nothing in this section shall relieve the City of its obligation to provide coverage as specified in Sections 10.1 and 10.4.

Section 10.6 IRC Section 125 Cafeteria Plan The City will offer an IRC Section 125 Plan whereby employees will be able to pay for their share of dental, health and hospitalization insurance premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

ARTICLE XI

WAGE SCHEDULE

Section 11.1 Wage Schedule

Step 1: New Employee to 6 months - - 80%
Step 2: 6 months to 12 months - - 85%
Step 3: 12 months to 24 months - - 90%
Step 4: Base Wage - - 100%

Effective July 1, 2005

Police Officer	<u>80%</u>	<u>85%</u>	<u>90%</u>	<u>100%</u>
Effective July 1, 2006	\$31,342	\$33,300	\$35,259	\$39,177
Effective July 1, 2007	\$32,282	\$34,299	\$36,317	\$40,352
Effective July 1, 2008	\$33,250	\$35,329	\$37,407	\$41,563
Effective July 1, 2009	\$34,165	\$36,300	\$38,435	\$42,706

Any officer who has earned an Associate of Arts degree will receive a pay differential of \$20 per month. Any officer who has earned a Bachelor's degree will receive a pay differential of \$40 per month.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 12.1 Definition - General Rules

- 1) The word "Grievance" wherever used in this Agreement, shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violations of any of the terms and provisions of this Agreement.
- 2) Unless a grievance is appealed within the time limitation as hereinafter provided, the grievance shall have no further validity or effect. The failure to the City to respond within the time limits as hereinafter provided shall constitute a denial of the grievance which may then be appealed to the next step.

Section 12.2 Procedure A grievance that may arise shall be processed and settled in the following manner:

Step 1 - The employee shall, within five (5) working days of the occurrence of the event giving rise to the grievance, present the grievance in writing to the ~~Police~~ Chief on the form which is (appendix B). The grievance shall contain a statement from the employee specifying why relief or remedy is desired. The Chief shall investigate the grievance and meet informally with the grievant or his representative within five (5) days of receipt of the grievance to attempt an informal resolution. If no informal resolution is obtained, the Chief shall then issue a decision in writing in a period of five (5) additional working days following the date of the informal meeting.

Step 2 - A grievance not settled by Step 1 may be appealed. The employee shall within five (5) working days after the written decision in step 1 is due, present the grievance in writing to the City Administrator or his designated representative in his absence who shall issue a decision thereon within a period of five (5) working days thereafter.

Step 3 - If the grievance is not settled in Step 2, it may be appealed to arbitration by the employee by written notice of a request for arbitration, submitted to the Employer within five (5) working days after the written decision on step 2 is due. Said written notice shall be signed by the employee and shall state the specific section of the agreement which is to be considered by the arbitrator and the specific relief requested. When a timely request has been made for arbitration, a representative of the Employer and the employee shall select a mutually agreeable arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice the Public Employment Relations Board shall be requested by either or both parties to the parties designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order alternately strike a name from the list, and the seventh and remaining person shall act as the arbitrator.

Section 12.3 Arbitrator An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to hear or determine wage or determine fringe benefit adjustments, nor add to, subtract from, modify or amend any terms of this agreement. The arbitrator shall have no authority to substitute his discretion for that of the City in any matter reserved to the City by law or the terms of this agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer and the aggrieved employee. Awards may not be retroactively applied beyond the date of the occurrence giving rise to the grievance.

Section 12.4 Shared Costs The City and the Union will share equally in joint costs of the arbitration procedure such as the fees, and expenses of the arbitrator and the costs of hearing room. Any other expenses shall be paid by the party incurring them.

Section 12.5 Employee Representation Whenever an individual employee has a grievance as set out above, the employee may be represented by any person of his choosing.

Section 12.6 Other Agencies If any employee or the Union files any claim of complaint in any forum or with any administrative agency other than utilizing the grievance procedure heretofore set out, the City shall not be required to process the same claim or set of facts through the aforesaid grievance procedure and the filing of said complaint shall be an absolute bar to the employee or Union utilizing said grievance procedure. The foregoing shall not apply to Civil Service Procedures if in effect in the City of West Burlington, Iowa.

ARTICLE XIII

DUES CHECK-OFF

Section 13.1 Dues Check-Off The Employer agrees to deduct Union membership dues from the pay of those employees who individually request in writing that such dues deductions be made. Check off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the Secretary/Treasurer of the International Union by the 1st of the succeeding month.

Section 13.2 Revocation The Employer will discontinue to deduct dues, fees, and assessments beginning the first of the month after which the employee is no longer a part of the bargaining unit. An employee may voluntarily cancel or revoke authorization for check-off upon thirty (30) days written notice to the Employer and to the Union.

Section 13.3 Union Indemnification The Employer will not be liable for damages arising by virtue of mistakes in connection with funds collected under the provisions of this Article. The Union agrees to indemnify and hold harmless the Employer, Mayor, each Council Member, City Administrator, City Clerk and all other supervisory personnel against any and all

claims, losses, lawsuits, causes of action, expenses and costs arising out of directly or indirectly the Employer's performance of its obligation for dues deduction under this Article. If an improper deduction is made, the Union shall refund directly to the employee(s) any such amount.

ARTICLE XIV

SENIORITY, LAYOFF AND RECALL

Section 14.1 **Definition of Seniority** The term "seniority" shall mean length of employment and shall be determined by the date of employment within the Police Department.

Section 14.2 **Seniority - Probationary Employees** There shall be no seniority among probationary employees, except for vacation purposes. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

Section 14.3 **Layoff Criteria** The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, and affected employees have comparable qualifications, certification and education, then such reduction shall occur in inverse order of seniority (the least senior to be the first laid off).

Section 14.4 **Recall from Layoff** Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided that they are fully qualified to perform the work to which they are recalled.

Employees who are eligible for recall shall be given seventeen (17) calendar days' notice of recall (with the first of the seventeen days being the date the notice to the employee is postmarked). The notice of recall shall be sent to the employee by certified mail with a copy similarly mailed or personally delivered to the Union's Secretary/Treasurer, provided that the employee must notify the Chief or his designee of his intention to return to work within three (3) days after receiving the notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of each employee to provide the Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list. If the City has not received notice in writing or in person from the employee within ten (10) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 14.5 Termination of Seniority Seniority for all purposes and the employment relationship shall be terminated if the employee:

- (1) quits;
- (2) is discharged;
- (3) retires or is retired;
- (4) falsifies the reason for a leave of absence or is found to be working during a leave of absence;
- (5) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation;
- (6) is laid off and fails to respond to a notice of recall within three (3) calendar days after receiving notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice of recall as provided in Section 14.3 of this Agreement;
- (7) is laid off or otherwise does not perform bargaining unit work for the City for a period in excess of twelve (12) months; or
- (8) is absent for two (2) consecutive working days without notification to or authorization from the City.

ARTICLE XV

GENERAL PROVISIONS

Section 15.1 Application of Agreement for Special Assignment Employees
Notwithstanding anything to the contrary in this Agreement, officers who are assigned by the City to any governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and officers assigned to perform law enforcement functions under the partial direction of another governmental entity (such as a school liaison officer), shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of such other governmental or inter-governmental agency shall be deemed to supersede inconsistent or contrary provisions of Article VII (Hours of Work) of this Agreement.

Section 15.2 Fitness Examinations If there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the City may require that the employee be examined by a qualified and licensed physician or other appropriate medical professional selected by the City. The City may also require any or all employees to take a complete physical exam as often as once per year. If the City requires an employee to submit to an examination by a physician designated by the City, the medical expenses to the extent they are not covered by insurance and would otherwise be the expense of the employee, will be paid by the City.

Section 15.3 Drug Testing A drug test shall be defined as any blood, urine, saliva, chemical or skin test conducted for the purpose of detecting the presence of a chemical substance in the employee.

No employee will be under the influence of alcohol or a controlled substance at any time such employee is acting in the course and scope of his employment. In the event an employee is under the influence of alcohol or a controlled substance while acting in the course and scope of his employment, the employee shall be subject to disciplinary measures.

The employer shall require that an employee submit to a drug test if the employer has probable cause to believe that the employee's faculties are impaired on the job and the employee is in a position where such impairment presents a danger to the safety to the employee or others.

Any drug test performed upon an employee shall be analyzed by a laboratory or testing facility which is approved under the rules adopted by the Department of Public Health. If the employer requires that an employee submit to a drug test and the results of such test indicate the presence of alcohol or a controlled substance, a second test using an alternative mode of analysis shall be conducted. When possible, the second test shall use a portion of the same sample withdrawn from the employee for use in the first test.

The employee shall be given a reasonable opportunity to rebut or explain the results of a positive drug test. The first time an employee drug test indicates the presence of alcohol or a controlled substance, the employer shall provide substance abuse evaluation and treatment if such treatment is recommended by the evaluation. The costs of evaluation and treatment, if necessary, shall be paid by the employee health insurance plan provided by the employer for the first time an employee's drug test indicates the presence of alcohol or a controlled substance.

The employer shall take no disciplinary action against an employee due to the employee's drug involvement the first time the employee's drug test indicates the presence of alcohol or a controlled substance if the employee undergoes substance abuse evaluation and the employee successfully completes substance abuse treatment if such treatment is recommended by the evaluation. However, if an employee fails to undergo substance abuse evaluation when required due to a positive drug test, the employee may be discharged. Similarly, if the employee fails to successfully complete substance abuse treatment when such treatment is recommended by an

evaluation the employee may be discharged. The substance abuse evaluation and treatment provided by the employer shall take place under a program approved by the Department of Public Health.

Section 15.4 Tuition Reimbursement When a full-time employee is enrolled in an accredited university, college or adult education program and the course and/or degree program being undertaken is related to his duties with the City, the following tuition reimbursement plan shall apply when prior written approval for such reimbursement has been received from the Chief and City Administrator and when sufficient funds have been budgeted and are available for such reimbursement. The City may exercise its discretion under this Section to approve graduate-level courses for reimbursement, although such reimbursement (if granted at all) will normally be conditioned on obtaining the graduate degree and remaining with the Department for a period of time after obtaining the degree. The City, upon receiving a payment receipt and after completion of the course shall reimburse the employee at the rate of one hundred percent (100%) with a grade of "A", eighty percent (80%) with a grade of "B", or sixty percent (60%) with a grade of "C". There shall be no reimbursement for grades below "C".

Books, fees, mileage, lodging and other incidental expenses will not be reimbursed; only tuition is subject to reimbursement. The City will not provide reimbursement if other sources (such as scholarships, grants, etc.) have or will provide for reimbursement, after an officer has applied for such assistance. The City reserves the right to deny or reduce some requests for tuition reimbursement if it is felt that the tuition is out of line with area schools where similar courses can be taken at a more reasonable tuition cost. Any employee who receives tuition reimbursement from the City must remain employed by the City for a period of one (1) year after the date of reimbursement or will be required to pay the City for the tuition reimbursement; such payments may be deducted from final paychecks or other monies owed to the employee by the City.

Section 15.5 Gender Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine.

Section 15.6 Meals and Lodging When the City requires or permits an employee participate in a particular training or continuing education course, the City will reimburse the employee for meals and lodging as it considers necessary to allow the employee's attendance. Employees may be reimbursed for meal expenses up to thirty dollars (\$30) per day. It is expressly understood that employees who participate in training programs provided by the Southeast Area Iowa Safety and Support are not entitled to meal reimbursement.

Section 15.7 Pay Treatment During Training

1. Training in Town - - One day and Multi-day. The City will pay employees who undergo all-day or multi-day training in Des Moines County as a regular work day, except that such employees will not be paid for meal time.

2. Training Outside of Town - - One day. The City will pay employees who undergo one-day training outside of Des Moines County from the time they leave City Hall until the time that they return, including travel time but excluding meal time.
3. Multi-day, Out-of-town training. The City will grant paid leaves of absences to employees who desire to attend multi-day, out-of-town training events, provided the Chief approves of such training. If approved, the City will also pay for registration, travel expenses, lodging and meals as provided in Section 15.6.
4. The City will pay travel expenses to and from the Iowa Law Enforcement Academy basic training program for those weekends during the training course when the academy is closed.

ARTICLE XVI

MISCELLANEOUS

Section 16.1 Savings Clause Should any article, section or clause of this Agreement be declared invalid or illegal, such invalidity or illegality shall not affect any remaining article, section or clause not so adjudged and said remaining provisions shall remain in full force and effect.

Section 16.2 Entire Agreement/Finality This Agreement supersedes all previous Agreements between the Employer and the Union or any members thereof and unless expressly stated to the contrary herein constitutes the entire Agreement between the parties and concludes collective bargaining for its term. Past practices shall not constitute a part of this Agreement, unless expressly stated to the contrary herein, and any subsequent or supplemental Agreements must be reduced to writing and executed by both parties to be effective. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, unless expressly stated to the contrary herein, the Employer and the Union for the term of this Agreement each voluntarily and unqualifiedly waive any right which might otherwise exist under law to renegotiate over any matter contained herein during the term of this Agreement. It is expressly agreed that the City may unilaterally exercise any management rights consistent with this Agreement and the Iowa Public Employment Relations Act even though the exercise of such rights may involve subjects or matters not referred to or covered in this Agreement.

Section 16.3 Termination Effect Upon the termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement.

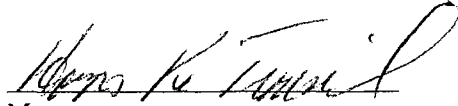
ARTICLE XVII

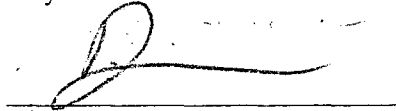
DURATION

This Agreement shall be effective as of the 1st day of July 2006 and shall remain in effect through June 30, 2010.

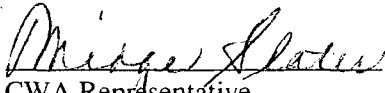
In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized representatives this 21st day of April, 2006.

City of West Burlington, Iowa



Mayor


City Administrator

Communications Workers of America


CWA Representative


Bargaining Committee Member


Bargaining Committee Member

APPENDIX "A"

CLOTHING ISSUE - POLICE OFFICERS

Short Sleeve Shirts	6
Long Sleeve Shirts	6
Trousers	6
Spring Jacket	1
Winter Coat	1
Summer Hat	1
Winter Hat	1
Dress Ties	3
Shoes	1 pair
Boots (Wellington Type)	1 pair
Coveralls	1
"Cool Shirt" w/protection Vest	1
Rain Gear	1

APPENDIX "B"
FORM - GRIEVANCE REPORT

City of West Burlington, Iowa

Date Filed

Name of Aggrieved Person

Step 1

A. Date Violation Occurred:

B. Section(s) of Contract Violated:

C. Statement of Grievance:

D. Relief Sought:

Signature

Date

E. Disposition - Employer or his Representative:

Signature of Employer of his Representative

Date

Step 2

A. _____
Signature of Aggrieved Person

Date Received by City Administrator

B. Disposition of City Administrator:

Signature of City Administrator of his Representative

Date

Step 3

REQUEST FOR ARBITRATION

1. _____
Signature of Aggrieved Representative

Signature of Employee Representative

2. _____
Date Submitted to Arbitration

3. Disposition and Award of Arbitration

Signature of Arbitrator

Date

**Letter of Understanding
Between the City of West Burlington, Iowa
And the Communications Workers of America**

This "side letter" agreement is between the City of West Burlington, Iowa and the Communications Workers of America and supplements the collective bargaining agreement between the parties for the term of July 1, 2006 through June 30, 2010 covering police officers of the West Burlington Police Department.

Officers working any schedule that varies from that set forth in Section 7.2 and in excess of 1,947 hours per year shall be paid according to the formula set forth in this agreement. The hourly rate of pay for an officer assigned to any schedule in excess of 1,947 hours per year shall be the same as the rate of pay as set forth in Section 11.1 appropriate for the time of service for such officer. The hourly rate of pay of an officer working more than 1,947 shall not be reduced because of the additional hours worked per year. (For example, an officer eligible to receive the base wage effective July 1, 1999 will continue to earn a regular hourly rate of pay of \$15.59 regardless of the number of hours worked per year.) Furthermore, the overtime rate for an officer who works more than 1,947 hours shall be the same overtime rate as officers who work the normal 1,947 hour per year schedule.

The City shall compensate such officers assigned to schedules greater than 1,947 hours per year on a prorated basis per pay period according to the following formula:

Actual scheduled hours per year
 Less scheduled hours per year (8 hours per holiday)
 Less 1,947 hours (normal schedule for patrol officers pursuant to Section 7.2)
Equals scheduled hours eligible for compensation
 Times normal hourly rate of pay based on 1,947 hours
 Divided by 26 pay periods per year
Equals supplemental compensation per pay period

(EXAMPLE: 2,080 schedule hours
 less 80 holiday hours (10 days @ 8 hrs/day)
 less 1,947 (normal patrol schedule)
Equals 53 hours
 Times \$15.59 per hour for officers @ 100% of base wage
 Divided by 26 pay periods
Equals \$31.78 of supplemental compensation per pay period.

Notwithstanding the foregoing, an officer who is assigned to work a schedule greater than 1,947 hours per year shall receive compensation for leaves (except minor sick leave) as if he/she is assigned to work a normal schedule of 1,947 hours per year. Such officer shall not receive any compensation for leaves (except minor sick leave) or any other employee benefit that is greater than what he/she would normally receive under a normal schedule of 1,947 hours per year.

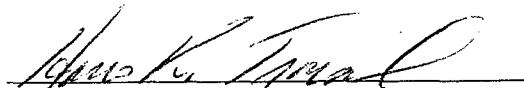
Officers may agree to work any schedule that varies from Section 7.2. The City will provide the Union written notice of any such agreement within seven days after the execution of such agreement. The Union retains the right to revoke an agreement between the City and an officers assigned to a modified patrol schedule after three months such modified schedule has been in effect.

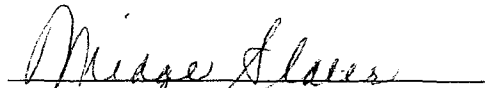
The Chief may require an officer who agrees to work a schedule greater than 1,947 hours per year to work such schedule for a pre-determined period of time; provided, however, the Chief retains full management rights concerning the assignment and scheduling of work during such period, including, but not limited to, the early termination or temporary extension of such assignment. Officers assigned to the Southeast Iowa Narcotics Task Force and who work schedules greater than 1,947 hours per year are expressly covered by this agreement.

This "side letter" agreement shall remain in effect through June 30, 2010.

CITY OF WEST BURLINGTON

COMMUNICATIONS WORKERS OF AMERICA


Mayor


CWA Representative